

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

POLYSCIENCES, INC.,

Plaintiff,

v.

JOSEPH T. MASRUD,

Defendant.

Civil Action No.: 20-cv-03649-PBT

**PLAINTIFF POLYSCIENCES, INC.’S ANSWER TO DEFENDANT
JOSEPH MASRUD’S COUNTERCLAIM TO PLAINTIFF’S COMPLAINT**

Plaintiff, Polysciences, Inc. (“**Polysciences**”) by and through its undersigned counsel, Fox Rothschild LLP, answers the Counterclaim of Defendant, Joseph T. Masrud (“**Masrud**”) (Dkt. No. 18) (the “Counterclaim”) as follows:

COUNTERCLAIM

Polysciences incorporates by reference its allegations in the Complaint. Polysciences denies the allegations in this Paragraph of the Counterclaim, and denies all allegations of the Counterclaim unless specifically admitted.

PARTIES

1. Upon information and belief, Polysciences admits the allegations in Paragraph 1 of the Counterclaim.
2. Denied as stated. Admitted that Polysciences is a Pennsylvania corporation with its principal place of business located in Pennsylvania.
3. Denied as stated. Admitted that Polysciences authorized its pertinent personnel to pursue its claims against Masrud as described in the Complaint. *See* docket.

JURISDICTION & VENUE

4. The allegations in Paragraph 4 set forth legal conclusions to which no response is required. To the extent that a response may be required, Polysciences does not contest the Court's subject-matter jurisdiction over Masrud's Counterclaim. Polysciences denies the remaining allegations in Paragraph 4 of the Counterclaim.

5. The allegations in Paragraph 5 set forth legal conclusions to which no response is required. To the extent necessary, Polysciences does not contest the Court's exercise of personal jurisdiction for purposes of this action.

FACTUAL ALLEGATIONS

6. Polysciences admits that it is a chemical manufacturing company that produces and sells a broad array of products for both industrial and scientific uses, and that PEI is among those offerings. Polysciences denies the remaining allegations in Paragraph 6 of the Counterclaim as stated, and refers to the Complaint.

7. Polysciences admits that instructions to make some PEI have been publicly available since at least 1983, but denies that instructions as to Polysciences' subject PEI products have been publicly available. Polysciences denies the remaining allegations in Paragraph 7 of the Counterclaim.

8. Polysciences lacks sufficient information to admit or deny the allegations in Paragraph 8 of the Counterclaim, and therefore denies the same.

9. Polysciences admits the allegations in Paragraph 9 of the Counterclaim.

10. Polysciences lacks sufficient information to admit or deny the allegations in Paragraph 10 of the Counterclaim, and therefore denies the same.

11. Polysciences denies the allegations in Paragraph 11 of the Counterclaim.

12. Polysciences denies the allegations in Paragraph 12 of the Counterclaim.

13. Polysciences lacks sufficient information to admit or deny the allegations in Paragraph 13 of the Counterclaim, and therefore denies the same.

14. Polysciences admits the allegations in Paragraph 14 of the Counterclaim, except that it does not fully reflect Masrud's responsibilities at Polysciences.

15. Polysciences admits the allegations in Paragraph 15 of the Counterclaim.

16. Polysciences admits the allegations in Paragraph 16 of the Counterclaim.

17. Polysciences denies that it is based in Philadelphia, but otherwise admits the allegations in Paragraph 17 of the Counterclaim.

18. Polysciences admits that it hired Masrud as a consultant on or about July 1, 2019, but otherwise denies the allegations in Paragraph 18 of the Counterclaim.

19. Polysciences admits that it terminated Masrud as a consultant on September 6, 2019, but otherwise denies the allegations in Paragraph 19 of the Counterclaim.

20. Polysciences lacks sufficient information to admit or deny the allegations in Paragraph 20 of the Counterclaim, and therefore denies the same.

21. Polysciences denies the allegations in Paragraph 21 of the Counterclaim.

22. Polysciences lacks sufficient information to admit or deny the allegations in Paragraph 22 of the Counterclaim, and therefore denies the same.

23. Polysciences admits the allegations in Paragraph 23 of the Counterclaim.

24. Polysciences admits the allegations in Paragraph 24 of the Counterclaim.

25. Polysciences denies the allegations in Paragraph 25 of the Counterclaim.

26. Polysciences denies the allegations in Paragraph 26 of the Counterclaim.

27. Polysciences admits only that Masrud attached the letter dated July 16, 2020, which should be examined for its contents. Polysciences denies any factual characterizations of this

letter. As described in the Complaint, Masrud misappropriated Polysciences' trade secrets and confidential information.

28. Polysciences admits only that it commenced this action in response to Masrud's misappropriation of trade secrets and confidential information, and denies the remaining allegations in Paragraph 28 of the Counterclaim.

29. Polysciences admits only that it commenced this action in response to Masrud's misappropriation of trade secrets and confidential information, and denies the allegations in Paragraph 29 of the Counterclaim.

30. Polysciences denies the allegations in Paragraph 30 of the Counterclaim.

31. Polysciences denies the allegations in Paragraph 31 of the Counterclaim.

32. Polysciences denies the allegations in Paragraph 32 of the Counterclaim.

33. Polysciences denies the allegations in Paragraph 33 of the Counterclaim.

34. Polysciences denies the allegations in Paragraph 34 of the Counterclaim.

35. Polysciences denies the allegations in Paragraph 35 of the Counterclaim.

36. Polysciences denies the allegations in Paragraph 36 of the Counterclaim.

37. Polysciences denies the allegations in Paragraph 37 of the Counterclaim.

38. Polysciences denies the allegations in Paragraph 38 of the Counterclaim.

39. Polysciences denies the allegations in Paragraph 39 of the Counterclaim.

COUNT 1
(Abuse of Process)

40. Polysciences reasserts and incorporates by reference its responses to the initial Paragraph and Paragraphs 1 through 39 of the Counterclaim as though fully set forth herein.

41. Polysciences denies the allegations in Paragraph 41 of the Counterclaim.

42. Polysciences denies the allegations in Paragraph 42 of the Counterclaim.

43. Polysciences denies the allegations in Paragraph 43 of the Counterclaim.

44. Polysciences denies the allegations in Paragraph 44 of the Counterclaim.

45. Polysciences lacks sufficient information to admit or deny the allegations in Paragraph 45 of the Counterclaim regarding Masrud's alleged expenses as damages, which he has not disclosed, and therefore denies the same. Polysciences denies that it is liable for any damages to Masrud on any claim or theory of recovery.

AFFIRMATIVE DEFENSES

1. The Counterclaim fails to state a claim upon which relief can be granted.

2. The Counterclaim is barred for the reasons stated in Polysciences' Complaint, namely, that Masrud misappropriated Polysciences' trade secrets and confidential information and breached his contractual obligations to Polysciences.

3. Defense costs are not cognizable damages in an abuse of process claim.

4. The Counterclaim is barred because Polysciences reasonably and in good faith commenced this action and pursued its claims to protect its legitimate interests.

5. The Counterclaim is barred in whole or in part under the doctrines of unclean hands, waiver, laches, and estoppel.

WHEREFORE, having fully answered, Polysciences prays that this Court deny all relief sought by Masrud, enter judgment in favor of Polysciences and against Masrud on Masrud's Counterclaim, award Polysciences its costs, attorneys' fees, and expenses, and grant Polysciences such other and further relief as this court deems just and proper.

Dated: October 19, 2020

Respectfully submitted,

/s/ Steven J. Daroci

Eric E. Reed

Steven J. Daroci

FOX ROTHSCCHILD LLP

2000 Market Street, 20th Floor

Philadelphia, PA 19103

(215) 299-2741

(215) 299-2150

EReed@foxrothschild.com

SDaroci@foxrothschild.com

Attorneys for Plaintiff Polysciences, Inc.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that, on the below date, he filed the foregoing with the Court using the ECF system, which will provide notice and a copy to counsel of record.

/s/ Steven J. Daroci
Counsel for Plaintiff